

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

ANTONIO MILLER, on behalf of himself)	
and all others similarly situated,)	
)	
Plaintiff,)	CIVIL ACTION NO.
)	
VS.)	3:18-CV-2365-G
)	
DFWGC CONSTRUCTION, LLC, ET)	
AL.,)	
)	
Defendants.)	

JUDGMENT

Before the court is the plaintiff's motion for default judgment against Defendant DFWGC, Construction, LLC (docket entry 25). The motion is **GRANTED**.

On September 6, 2018, Plaintiff, on behalf of himself and all others similarly situated, filed an action against Defendant DFWGC Construction, LLC, Alterra International Holdings, LLC, Mert Gokturk and Mukemmel Sarimsakci (docket entry 1), to recover unpaid overtime compensation as well as liquidated damages, and attorneys' fees and costs under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.* Defendant DFWGC Construction, LLC, was served with the Original Complaint and Summons on September 10, 2018 (docket entry 10), and has not filed an Answer.

On January 8, 2019, counsel for Plaintiff filed a Request for the Clerk to issue an Entry of Default against DFWGC Construction, LLC (docket entry 17), and in response to this request on January 8, 2019 the Clerk entered a default against DFWGC Construction, LLC (docket entry 20).

Where, as here, a default occurs, pursuant to Federal Rule of Civil Procedure 55(a), the factual allegations of the complaint are taken as true. 10A CHARLES ALLEN WRIGHT, ARTHUR R. MILLER & MARY KAY KANE, FEDERAL PRACTICE AND PROCEDURE § 2688 (3d ed. 1998 and Supp. 2013).

According to Plaintiff's Complaint, Plaintiff and all others similarly situated were employed by Defendant DFWGC Construction, LLC, who was an enterprise engaged in commerce as defined in 29 U.S.C. § 203. Plaintiff and all others similarly situated were nonexempt employees who regularly worked more than forty (40) hours per workweek and were not paid any overtime premiums for hours worked over forty (40) per week. DFWGC Construction, LLC, did not make a good faith effort to comply with the overtime provisions of the FLSA, and DFWGC Construction, LLC's violations of the FLSA were willful. Defendant DFWGC Construction, LLC, admits that no excuse, legal justification or exemption excuses DFWGC Construction, LLC's failure to pay Plaintiff and all others similarly situated overtime compensation for hours worked over forty in a workweek.

Defendant DFWGC Construction, LLC, admits that Plaintiff's experiences are typical of the experiences of other similarly situated employees, that DFWGC Construction, LLC's operations with respect to Plaintiff and the Collective Class and wages paid to Plaintiff and the Collective Class are substantially similar, if not identical, and that DFWGC Construction, LLC's pattern of failing to pay overtime compensation as required by the FLSA results from Defendants' general application of policies and practices, and does not depend on the personal circumstances of the Plaintiff and the Collective Class.

It is therefore **ORDERED, ADJUDGED, and DECREED** that Judgment is hereby entered in favor of Plaintiff and against Defendant DFWGC Construction, LLC, with respect to the above allegations contained in Plaintiff's Original Complaint.

February 14, 2019.



A. JOE FISH
Senior United States District Judge